

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

Gabriella Angulo,
Plaintiff

v.

R & A, LLC, et al.,
Defendants

Docket 3:18-cv-00736-JFS

(MAGISTRATE JUDGE JOSEPH F.
SAPORITO)

FILED ELECTRONICALLY

STIPULATION

1. Contemporaneously with the filing of this stipulation, Defendants are filing an offer of judgment and notice of acceptance.

2. The offer provides for payment to Plaintiff of \$30,000.00, plus reasonable attorneys' fees and costs. Thus, although the offer resolves the substantive portion of Plaintiff's claims, it leaves unanswered the amount of reasonable attorney's fees and costs to be paid to Plaintiff as the prevailing party.

3. The offer provides that "[t]he parties shall attempt to negotiate the attorneys' fees and costs. If they are unable to do so, then these amounts shall be determined by the Court upon application by Plaintiff."

4. The parties are proceeding with the attempt to negotiate the fees and costs. Plaintiff has provided Defendants with a bill, and Defendants intend to provide Plaintiff with specific objections to the bill within the next few days.

The parties will then attempt to resolve those objections. If, despite good faith effort any objections remain unresolved, then Plaintiff will submit those issues to the Court by fee application.

5. This fee application will be due 28 days after the entry of a Court order approving this stipulation. By written agreement, the parties may extend this time without further Court order. The Court shall be apprised of any such extension by a status report filed on the docket.

6. Additionally, Defendants have tendered to Plaintiff's counsel a check in the amount of \$30,000.00 which has been placed into Plaintiff's counsel's trust account. Upon the Court's approval of this stipulation, those funds may be distributed from the trust account.

7. The portion of the judgment which provided for payment to Plaintiff of \$30,000.00 shall be marked satisfied. However, to the extent that the judgment contains a right to recover attorney's fees, that portion of the judgment will remain unsatisfied. By approving this stipulation, the Court expressly reserves jurisdiction to determine the reasonable attorney's fees and costs to be paid to Plaintiff.

8. If it is ever determined that the partial satisfaction of the judgment that is described in the previous paragraph affects the Court's ability to award reasonable attorney's fees and costs, then that partial

satisfaction of the judgment shall be void, Plaintiff shall return the \$30,000 that had been paid, and Plaintiff may then re-file her fee application. Nothing in this paragraph would prejudice any right that Defendants may have to seek to have the judgment withdrawn pending the adjudication of the fee petition.

9. Defendants will not present any argument that the partial satisfaction of judgment affects any ability that Plaintiff may have to recover attorney's fees and costs.

10. This stipulation is void unless it is approved by the Court without modification.

s/ Carlo Sabatini (with consent)

Carlo Sabatini, Bar ID PA 83831
Sabatini Freeman, LLC
Attorney for Plaintiff
216 N. Blakely St.
Dunmore, PA 18512
Phone (570) 341-9000
Facsimile (570) 504-2769
Email: ecf@bankruptcypa.com

s/ John G. Dean

John G. Dean, Bar ID PA 76168
Elliott Greenleaf, P.C.
Attorney for Defendants
15 Public Square, Suite 310
Wilkes-Barre, PA 18701
Phone (570) 371-5290
Facsimile (570) 371-5550
Email jgd@elliottgreenleaf.com

ORDER

So ordered.

Date: _____

Joseph F. Saporito
United States Magistrate Judge